

ORIGINAL

DEPARTMENT OF THE ATTORNEY GENERAL
STATE OF HAWAII

IN THE MATTER OF THE INVESTIGATION
OF LJM PRODUCTIONS

ASSURANCE OF VOLUNTARY
DISCONTINUANCE

WHEREAS, DAVID M. LOUIE, Attorney General of the State of Hawaii, pursuant to his authority under sections 467B-9.3 and section 28-2.5, Hawaii Revised Statutes, has conducted an investigation into certain practices of LJM Productions;

WHEREAS, LJM Productions is a registered professional solicitor;

WHEREAS, LJM Productions solicits contributions for Regular American Veterans and other charitable organizations.

WHEREAS, LJM Productions has previously entered into a Consent Agreement and Order relating to the violation of section 467B-2.5, Hawaii Revised Statutes, that provides as follows:

§467B-1.5 Professional solicitors; required disclosures. A professional solicitor who makes an oral solicitation by telephone, door-to-door, or otherwise shall furnish to each contributor, prior to collecting or attempting to collect any contribution, a written confirmation of the expected contribution, containing the following information clearly and conspicuously:

- (1) The full legal name, address, and telephone number of the individual professional solicitor who directly communicated with the contributor; and
- (2) A disclosure that the contribution is not tax-deductible, if applicable, or, if the professional solicitor maintains that the contribution is tax-deductible in whole or in part, the portion of the contribution that the professional solicitor maintains is tax-deductible.

WHEREAS, LJM Productions has used donor pledge cards or receipts that do not contain the full legal name, address and telephone number of LJM Productions, in the course of soliciting contributions for Regular American Veterans.

WHEREAS, LJM Productions has failed to maintain copies of donor pledge cards and receipts relating to donors to Regular American Veterans in violation of section 467B-5, Hawaii Revised Statutes, that requires registered professional solicitors to keep true and accurate records

for a period of five years as to its activities in a form that will accurately provide support for the information required by chapter 467B, Hawaii Revised Statutes;

WHEREAS, LJM Productions has submitted agreements between LJM Productions and charitable organizations that do not comply with the requirements of section 467B-12.5, Hawaii Revised Statutes,

WHEREAS, the Attorney General accepts this Assurance of Voluntary Discontinuance by LJM Productions pursuant to section 467B-9.3(d), Hawaii Revised Statutes;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between David M. Louie, Attorney General, State of Hawaii, by Hugh R. Jones, Supervising Deputy Attorney General, and LJM Productions, as follows:

1. LJM Productions, shall pay a civil penalty of \$5000 to the Attorney General on or before November 30, 2012. Should LJM Productions default in the payment of this civil penalty, the provisions of paragraph 8 below shall be effective.

2. LJM Productions shall upon execution of this Assurance of Voluntary Compliance, comply with the requirements of sections 467B-1.5, 467B-5 and 467B-12.5 Hawaii Revised Statutes.

3. LJM Productions shall otherwise comply with the provisions of chapter 467B, HRS.

4. This Assurance shall be binding on LJM Productions its successors and assigns, employees, agents, corporate successors and another individual through whom it acts.

5. This assurance shall constitute the entire agreement between the parties hereto. This Assurance cannot be changed or modified except in a writing duly executed by the parties hereto.

6. In the event of a breach of this Assurance, provided such breach is determined by a court of competent jurisdiction, the Attorney General shall be entitled to an order permanently enjoining LJM Productions from soliciting contributions in Hawaii.

7. In the event of a breach of this Assurance by LJM Productions it shall indemnify the Attorney General for the cost, including legal fees, in enforcing this Assurance.

8. LJM Productions agrees that a violation of this Assurance shall be deemed prima facie proof of a violation of applicable law in any civil proceeding hereafter commenced.

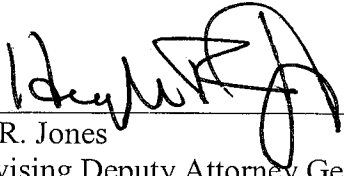
9. The person signing this Assurance on behalf of LJM Productions represents that he/she is authorized to sign it on behalf of the corporation.

10. It is further understood and agreed that the acceptance of this Assurance by the Attorney General shall not be deemed or construed as approval by the Attorney General of any activities of LJM Productions, and it shall not make any representation to the contrary.

WHEREFORE, the following signatures are affixed this 23 day of October 2012.

DAVID M. LOUIE
Attorney General

By: _____


Hugh R. Jones
Supervising Deputy Attorney General

LJM PRODUCTIONS

By: _____


Lisa J. Miller
President/Owner